

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
MCALLEN DIVISION**

FLOR GONZALEZ AND	§	
ARNOLDO GONZALEZ,	§	
Plaintiffs,	§	
	§	
vs.	§	Civil Action No. 7:17-cv-00017
	§	
STATE FARM LLOYDS AND	§	
BOBBY GREER,	§	
Defendants.	§	JURY REQUESTED

**INDEX OF STATE COURT PAPERS
IN CAUSE NO. DC-16-639**

1. Civil Case Information Sheet
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Case #2015CV07369

History 6

<u>Name</u>		<u>Date Filed</u>	Case
		12/29/2015	
<u>Case Status</u>	<u>Litigant Type</u>	<u>Court</u>	
PENDING	PLAINTIFF	003	
<u>Docket Type</u>	<u>Business Name</u>		
DEBT/CONTRACT- OTHER	PRAETORIAN INSURANCE COMPANY		
	<u>Style</u>		
	PRAETORIAN INSURANCE COMPANY ET AL		

Style (2)
vs SA FIVE DIAMONDS LITTLE LEAGUE INC

History

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Currently viewing 1 through 6 of 6 records

Sequence	Date Filed	Description
P00005	10/20/2016	PLAINTIFFS NOTICE OF FILING BUSINESS RECORDS AFFIDAVIT (3 PAGES)
P00004	1/29/2016	DEFENDANT SA FIVE DIAMONDS LITTLE LEAGUE FIRST ORIGINAL ANSWER (2PGS)
S00001	1/4/2016	CITATION SA FIVE DIAMONDS LITTLE LEAGUE INC ISSUED: 1/4/2016 RECEIVED: 1/5/2016 EXECUTED: 1/6/2016 RETURNED: 1/7/2016
P00003	12/29/2015	CITATION SERVICE REQUEST

Sequence	Date Filed	Description
P00002	12/29/2015	CIVIL CASE INFORMATION SHEET
P00001	12/29/2015	PLAINTIFF ORIGINAL PETITION WITH REQUEST FOR DISCLOSURE FIRST SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION

CIVIL CASE INFORMATION SHEET

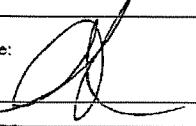
CAUSE NUMBER (FOR CLERK USE ONLY): DC-16-639

COURT (FOR CLERK USE ONLY): Starr County - District Clerk

STYLED Flor Gonzalez & Arnoldo Gonzalez v. State Farm Lloyds & Bobby Greer

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; in the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

1. Contact information for person completing case information sheet:		Names of parties in case:	Person or entity completing sheet is:
Name: MANUEL ACUNA NEEDY	Email: manuel@jtaylorlaw.com	Plaintiff(s)/Petitioner(s): Flor Gonzalez & Arnoldo Gonzalez	<input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: _____
Address: 14100 San Pedro Ste 602	Telephone: 210-402-4022	Defendant(s)/Respondent(s): State Farm Lloyds and Bobby Greer	Additional Parties in Child Support Case: Custodial Parent: _____ Non-Custodial Parent: _____ Presumed Father: _____
City/State/Zip: 78232	Fax: 210-402-1225	[Attach additional page as necessary to list all parties]	
Signature: 	State Bar No: 24091489		
2. Indicate case type or identify the most important issue in the case (select only 1):			
Civil		Family Law	
Contract	Injury or Damage	Real Property	Post-judgment Actions (non-Title IV-D)
Debt/Contract <input type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract:	<input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation <input type="checkbox"/> Malpractice <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises <input type="checkbox"/> Product Liability <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: <input type="checkbox"/> Other Injury or Damage: _____	<input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: _____	<input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void <input type="checkbox"/> Divorce <input type="checkbox"/> With Children <input type="checkbox"/> No Children
Foreclosure <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure		<input type="checkbox"/> Related to Criminal Matters	<input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other <input type="checkbox"/> Title IV-D <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocals (UIFSA) <input type="checkbox"/> Support Order
Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract: Employment <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment: _____		<input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus Pre-indictment <input type="checkbox"/> Other: _____	<input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other: _____
	Other Civil		<input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child: _____
Tax	Probate & Mental Health		
<input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax	<input type="checkbox"/> Probate/Wills/Intestate Administration <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings <input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment		
		<input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other: _____	<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover
3. Indicate procedure or remedy, if applicable (may select more than 1):			
<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action		<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment	
<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover			
4. Indicate damages sought (do not select if it is a family law case): <input type="checkbox"/> Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees <input type="checkbox"/> Less than \$100,000 and non-monetary relief <input checked="" type="checkbox"/> Over \$100,000 but not more than \$200,000 <input type="checkbox"/> Over \$200,000 but not more than \$1,000,000 <input type="checkbox"/> Over \$1,000,000			

Starr County - District Clerk

Filed: 12/16/2016 11:46:14 AM
Eloy R. Garcia, District Clerk
Starr County, Texas

Dulce Morin

CAUSE NO. DC-16-639

FLOR GONZALEZ AND ARNOLDO GONZALEZ, § **IN THE DISTRICT COURT**
§
§
Plaintiffs, §
§
§
vs. § **381ST JUDICIAL DISTRICT**
§
§
STATE FARM LLOYDS and BOBBY GREER, §
§
§
Defendants. § **STARR COUNTY, TEXAS**

PLAINTIFFS' ORIGINAL PETITION AND REQUESTS FOR DISCLOSURE

Plaintiffs Flor Gonzalez and Arnoldo Gonzalez file this Original Petition and Requests for Disclosure against Defendants State Farm Lloyds and Bobby Greer and allege as follows:

A. DISCOVERY-CONTROL PLAN

1. Plaintiffs intend to conduct discovery under Level 3 of Texas Rules of Civil Procedure. This case involves complex issues and will require extensive discovery. Therefore, Plaintiffs ask the Court to order that discovery be conducted in accordance with a discovery control plan tailored to the particular circumstances of this suit. Plaintiffs affirmatively plead that this suit is not governed by the expedited-actions process in Texas Rule of Civil Procedure 169 because Plaintiffs seek monetary relief over \$100,000.

B. RELIEF

2. Plaintiffs seek monetary relief over \$100,000, but not more than \$200,000. Tex. R. Civ. P. 47(c).

C. PARTIES

3. Plaintiffs Flor Gonzalez and Arnoldo Gonzalez are individuals who reside in Starr County, Texas.

4. Defendant, State Farm Lloyds, is a Texas domestic Lloyd's plan insurance company that, on information and belief, is licensed to conduct the business of insurance in Texas or has its principal place of business located in Texas. Additionally, one or more of State Farm's members are citizens of Texas. It can be served with citation by serving its registered agent for service of process, Corporation Service Company, 211 E. 7th St., Suite 620, Austin, Texas 78701-3218 by personal service.

5. Defendant, Bobby Greer, is a Texas resident, who may be served at his residence located at 4037 South 20th St., Abilene, Texas 79605 by personal service.

D. JURISDICTION

6. The Court has subject matter jurisdiction over the lawsuit because the amount in controversy exceeds this Court's minimum jurisdictional requirements.

E. VENUE

7. Venue is mandatory and proper in this district because all or a substantial part of the events or omissions giving rise to the claim occurred in Starr County and the insured property that is the basis of this lawsuit is also located in that county.

F. CONDITIONS PRECEDENT

8. All conditions precedent to recovery have been performed, waived, or have occurred.

G. FACTUAL BACKGROUND

9. Plaintiffs timely paid their insurance premiums and are the holders of insurance policy number 83-CT-A870-4 issued by State Farm.

10. Plaintiffs owned the insured property, which is located at 557 Posada St., Rio Grande City, Texas 78582 on May 17, 2016.

11. Defendant State Farm or its agent sold the policy insuring the property to Plaintiffs.

12. On or about May 17, 2016 a severe wind and hailstorm struck the Rio Grande City, Texas area causing severe damage to homes and businesses throughout the area, including Plaintiffs' home.

13. In the aftermath of the storm, Plaintiffs submitted a claim to State Farm under the policy for roof damage and water damage the home sustained as a result of the hail and wind. Plaintiffs asked that Defendant State Farm cover the cost of repairs to the property pursuant to the policy and any other available coverages under the policy.

14. State Farm assigned claim number 53919F507 to Plaintiffs' claim and hired and/or assigned Defendant Bobby Greer to adjust the claim. Greer was the agent for State Farm and represented State Farm in regard to Plaintiffs' claim. Greer also adjusted Plaintiffs' claim by investigating, processing, evaluating, approving and/or denying it, in whole or in part. As such, Greer acted as an insurance adjuster engaged in the business of insurance with respect to Plaintiffs' insurance claim. Therefore, Greer, is a "person" who is individually liable for his unfair methods of competition or unfair or deceptive acts or practices under the Texas Insurance Code and the DTPA.

15. Greer improperly adjusted Plaintiffs' claim. Greer conducted a substandard inspection, which is evidenced in his reports, which failed to include many of Plaintiffs' damages.¹ Greer's estimates did not allow adequate funds to cover repairs to restore Plaintiffs' home. Without limitation, Greer misrepresented the cause of, scope of and cost to repair the damage to Plaintiffs' property, as well as the amount of and insurance coverage for Plaintiffs'

¹ Greer's Adjustment Reports are attached as Exhibit A and Exhibit B.

claim under Plaintiffs' policy. Greer made these and other representations to Plaintiffs as well as to State Farm. Plaintiffs and State Farm both relied on Greer's misrepresentations, including but not limited to those regarding the cause of, scope of and cost to repair the damage to Plaintiffs' property, and Plaintiffs have been damaged as a result of that reliance. Greer's misrepresentations caused State Farm to underpay Plaintiffs' insurance claim and, as a result, Plaintiffs have not been able to properly and completely repair the damage to the property. This has caused additional, further damage to the property. Greer also advised Plaintiffs as to how they could repair their property so as to prevent further damage to the property. This advice was negligent and false because Plaintiffs could not properly repair the property by following Greer's advice. Plaintiffs' property has sustained further damages as a result.

16. Defendants misrepresented on their initial inspection, on July 7, 2016, that the damages caused by the wind and hailstorm to Plaintiffs' home were below the policy's deductible. Defendants further misrepresented on a re-inspection completed on October 27, 2016 that damages to Plaintiffs' home were only \$9,258.84. However, Defendants' misrepresentations were false because Plaintiffs' damages stemming from the hail and windstorm exceed \$20,733.35.

17. State Farm and Greer failed to properly adjust the claim and Defendants have denied at least a portion of the claim without an adequate investigation, even though the policy provided coverage for the type of losses suffered by Plaintiffs.

18. These false representations allowed Defendants to gain financially by wrongfully denying at least a portion of Plaintiffs' claim.

19. Plaintiffs' claim remains unpaid and Plaintiffs have not been able to properly repair the home.

20. State Farm failed to perform its contractual duty to adequately compensate Plaintiffs under the terms of the policy. Specifically, State Farm failed and refused to pay the full proceeds of the policy although a demand was made for proceeds to be paid in an amount sufficient to repair the damaged property and all conditions precedent to recovery upon the policy had been carried out by Plaintiffs. State Farm's conduct constitutes a breach of the insurance contract between it and Plaintiffs.

21. Defendants misrepresented to Plaintiffs that some of the damage to the home was not covered under the policy, even though the damage was caused by a covered occurrence. Defendants' conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. Tex. Ins. Code Section 541.060(a)(1).

22. Defendants failed to make an attempt to settle Plaintiffs' claim in a fair manner, although they were aware of their obligations to Plaintiffs under the policy. Defendants' conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. Tex. Ins. Code Section 541.060 (a)(2)(A).

23. Defendants failed to explain to Plaintiffs why they offered inadequate settlement. Specifically, Defendants failed to offer Plaintiffs adequate compensation, without any explanation why full payment was not being made. Furthermore, Defendants did not communicate that any future settlements would be forthcoming to pay for the entire loss covered under the policy, nor did they provide any explanation for the failure to adequately settle Plaintiffs' claim. Tex. Ins. Code Section 541.060(a)(3).

24. Defendants failed to affirm or deny coverage of Plaintiffs' claim within a reasonable time. Specifically, Plaintiffs did not receive timely indication of acceptance or rejection regarding the entire claim in writing from Defendants. Defendants' conduct constitutes

a violation of the Texas Insurance Code, Unfair Settlement Practices. Tex. Ins. Code 541.060(a)(4).

25. Defendants refused to fully compensate Plaintiffs under the terms of the policy even though Defendants failed to conduct a reasonable investigation. Specifically, Defendants performed an outcome-oriented investigation of Plaintiffs' claim, which resulted in biased, unfair and inequitable evaluation of Plaintiffs' losses to the home. Defendants' conduct constitutes a violation of the Texas Insurance Code. Tex. Ins. Code 541.060(a)(7).

26. State Farm failed to meet its obligations under the Texas Insurance Code regarding timely acknowledging Plaintiffs' claim, beginning an investigation of Plaintiffs' claim and requesting all information reasonably necessary to investigate Plaintiffs' claim within the statutorily mandated deadline. State Farm's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. Tex. Ins. Code Section 542.056.

27. State Farm failed to accept or deny Plaintiffs' entire claim within the statutorily mandated deadline of receiving all necessary information. State Farm's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. Tex. Ins. Code Section 542.056.

28. State Farm failed to meet its obligations under the Texas Insurance Code regarding payment of a claim without delay. Specifically, State Farm has delayed full payment of Plaintiffs' claim longer than allowed and, to date, Plaintiffs have not yet received full payment for their claim. State Farm's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. Tex. Ins. Code Section 542.056.

29. From and after the time Plaintiffs' claim was presented to Defendants, the liability of Defendants to pay the full claim in accordance with the terms of the policy was reasonably

clear. However, Defendants have refused to pay Plaintiffs in full, despite there being no basis whatsoever on which a reasonable insurance company would have relied to deny full payment. State Farm's conduct constitutes a breach of the common law duty of good faith and fair dealing.

30. As a result of Defendants' wrongful acts and omissions, Plaintiffs were forced to retain the professional services of the attorney and law firm who are representing Plaintiffs in this case.

H. CAUSES OF ACTION

BREACH OF CONTRACT AGAINST STATE FARM

31. Plaintiffs incorporate paragraphs 1-30 as if fully set forth herein.

32. According to the insurance policy that Plaintiffs purchased, State Farm has the duty to investigate and pay Plaintiffs' policy benefits for claims made for covered damages, including additional benefits under the policy, resulting from the wind and hailstorm. As a result of the wind and hailstorm and/or ensuing losses from the storm, both of which are covered perils under the policy, Plaintiffs' property has been damaged.

33. State Farm's failure and refusal to pay adequate compensation as it is obligated to do under the terms of the policy and under the laws of the State of Texas, constitutes a breach of State Farm's contract with Plaintiffs. As a result of this breach of contract, Plaintiffs have suffered damages as are described in this petition.

VIOLATION OF THE PROMPT PAYMENT OF CLAIMS ACT AGAINST STATE FARM

34. Plaintiffs incorporate paragraphs 1-33 as if fully set forth herein.

35. State Farm's acts, omissions, failures and conduct violate Section 542 of the Texas Insurance Code. Within the timeframe required after the receipt of either actual or written notice of Plaintiffs' claim, Defendant did not request from Plaintiffs any items,

statements or forms that it reasonably believed at that time would be required from Plaintiffs for her claim. As a result, Defendant has violated Section 542 by failing to accept or reject Plaintiffs' claim in writing within the statutory timeframe. Defendant also violated Section 542 by failing to pay Plaintiffs' claim.

36. Defendant also violated Section 542 by failing to pay Plaintiffs' claim within the applicable statutory period. In addition, in the event it is determined Defendant owes Plaintiffs any additional monies on Plaintiffs' claim, then Defendant has automatically violated Section 542 in this case.

VIOLATIONS OF THE DTPA AGAINST
STATE FARM AND GREER

37. Plaintiffs incorporate paragraphs 1-36 as if fully set forth herein.

38. Plaintiffs are consumers of goods and services provided by Defendants pursuant to the DTPA. Plaintiffs have met all conditions precedent to bringing this cause of action against Defendants.

39. Specifically, Defendants' violations of the DTPA include, without limitation, the following matters: By their acts, omissions, failures, and conduct, Defendants have violated Sections 17.46(b)(2), (5), (7), (9), (12), (20) and (24) of the DTPA. Defendants' violations include, without limitation, (1) their unreasonable delay in the investigation, adjustment and resolution of Plaintiffs' claim, (2) their failure in each claim to give Plaintiffs the benefit of the doubt, and (3) their failure to pay for the proper repair of Plaintiffs' property for which liability had become reasonably clear, which gives Plaintiffs the right to recover under Section 17.46(b)(2).

40. Plaintiffs are entitled to recover under Section 17.46(b)(5) of the DTPA because Defendants represented to Plaintiffs that the insurance policy and Defendants' adjusting and investigative services had characteristics or benefits that they did not have.

41. Plaintiffs are entitled to recover under Section 17.46(b)(7) of the DTPA because Defendants represented that the insurance policy and Defendants' adjusting and investigative services were of a particular standard, quality, or grade when they were of another.

42. Plaintiffs are entitled to recover under Section 17.46(b)(9) of the DTPA because Defendants advertised their insurance policy and adjusting and investigative services with the intent not to sell them as advertised.

43. Plaintiffs are entitled to recover under Section 17.46(b)(12) of the DTPA because Defendants represented to Plaintiffs that the insurance policy and their adjusting and investigative services conferred or involved rights, remedies, or obligations that they did not have.

44. Plaintiffs are entitled to recover under Section 17.46(b)(24) of the DTPA because Defendants failed to disclose information concerning goods or services which were known at the time of the transaction and such failure to disclose was intended to induce Plaintiffs into a transaction which Plaintiffs would not have entered had the information been disclosed.

45. Plaintiffs are entitled to recover under Section 17.46(b)(12) and (20) and 17.50(a)(2) of the DTPA because Defendants have breached an express warranty that the damage caused by the wind and hailstorm would be covered under the insurance policy.

46. Plaintiffs are entitled to recover under Section 17.50(a)(3) of the DTPA because Defendants' actions are unconscionable in that they took advantage of Plaintiffs' lack of knowledge, ability and experience to a grossly unfair degree.

47. Plaintiffs are entitled to recover under Section 17.50(a)(4) of the DTPA because Defendants' conduct, acts, omissions, and failures are unfair practices in the business of insurance.

48. All of the above-described acts, omissions and failures of Defendants are a producing cause of Plaintiffs' damages as described in the petition. All of the above-described acts, omissions, and failures of Defendants were done knowingly and intentionally as those terms are used in the Texas Deceptive Trade Practices Act.

VIOLATIONS OF SECTION 541 OF THE TEXAS INSURANCE CODE
AGAINST STATE FARM AND GREER

49. Plaintiffs incorporate paragraphs 1-48 as if fully set forth herein.

50. Plaintiffs have satisfied all conditions precedent to bring this cause of action.

51. By their acts, omissions, failures and conduct, Defendants have engaged in unfair and deceptive acts or practices in the business of insurance in violation of section 541 of the Texas Insurance Code. Such violations include, without limitation all the conduct described in this petition, plus Defendants' unreasonable delays in the investigation, adjustment and resolution of Plaintiffs' claim and Defendants' failure to pay for the proper repair of Plaintiffs' property for which liability had become reasonably clear. They further include Defendants' failure to give Plaintiffs the benefit of the doubt. Specifically, as described in Plaintiffs' factual allegations, Defendants are guilty of the following unfair insurance practices:

- a. Engaging in false, misleading and deceptive acts or practices in the business of insurance;

- b. Engaging in unfair claims settlement practices;
- c. Misrepresenting to Plaintiffs pertinent facts or policy provisions relating to the coverages at issue;
- d. Not attempting in good faith to effectuate a prompt, fair and equitable settlement of claims submitted for which liability became reasonably clear;
- e. Failing to affirm or deny coverage of Plaintiffs' claim without conducting a reasonable investigation with respect to the claim; and
- f. Failing to promptly provide Plaintiffs with a reasonable explanation of the basis in the insurance policy in relation to the facts or applicable law for the denial of Plaintiffs' claim or the offer of settlement.

52. State Farm also breached the Texas Insurance Code when it breached its duty of good faith and fair dealing.

53. Plaintiffs' damages resulted from Defendants' conduct.

54. Defendants' acts, omissions, and failures were done knowingly as that term is described in the Texas Insurance Code.

**BREACH OF THE DUTY OF GOOD FAITH
AND FAIR DEALING AGAINST STATE FARM**

55. Plaintiffs incorporate paragraphs 1-54 as if fully set forth herein.

56. By its acts, omissions, failure and conduct, State Farm has breached its common law duty of good faith and fair dealing by failing to pay the proper amounts on Plaintiffs' entire claim without any reasonable basis and by failing to conduct a reasonable investigation to determine whether there was a reasonable basis for the denial.

57. State Farm also breached this duty by unreasonably delaying payment of Plaintiffs' entire claim and by failing to settle Plaintiffs' entire claim because it knew or should have known that it was reasonably clear the claim was covered. These acts, omissions, failures and conduct of State Farm are a proximate cause of Plaintiffs' damages.

CONSPIRACY AGAINST STATE FARM AND GREER

58. Plaintiffs incorporate paragraphs 1-57 as if fully set forth herein.

59. Defendants were members of a combination of two or more persons, the object of which was to accomplish an unlawful purpose and/or a lawful purpose by unlawful means, including but not limited to, violating the DTPA, violating Sections 541 and 542 of the Texas Insurance Code, committing unfair and deceptive insurance practices, committing fraud and fraudulent inducement, committing breach of contract, and committing breaches of the duty of good faith and fair dealing. The Defendants had a meeting of the minds on the objects or courses of action. Further, one or more of the Defendants committed unlawful, overt acts, including, but not limited to violating the DTPA, violating sections 541 and 542 of the Texas Insurance Code, committing unfair and deceptive insurance practices, committing fraud and fraudulent inducement, committing breach of contract, and committing breaches of the duty of good faith and fair dealing to further the objects or courses of action which, among other things, were intended to deprive Plaintiffs of the benefit and coverage of the policy that they purchased. Plaintiffs suffered injury as a proximate result of these wrongful acts or omissions.

60. The conspiratorial acts committed by Defendants were committed with gross negligence, fraud, or malice, as those terms are defined in Chapter 41 of the Texas Civil Practices and Remedies Code, such as to justify the imposition of punitive damages against Defendants.

NEGLIGENCE AND GROSS NEGLIGENCE AGAINST GREER

61. Plaintiffs incorporate paragraphs 1-60 as if fully set forth herein.

62. Greer was negligent in giving advice to Plaintiffs as to how they could repair the property so as to prevent further damage to the property. This advice as to how to repair Plaintiffs' property was negligent because Plaintiffs could not properly repair the property and prevent further damage by following Greer's advice. Plaintiffs' property has sustained further damage as a result. Greer owed a duty to use reasonable care when he undertook to advise Plaintiffs as to how they could repair the property so as to prevent further damage to the property. Greer breached this legal duty. The breach proximately caused Plaintiffs' damages.

63. The acts and failures to act were committed with gross negligence, as the term is defined in Chapter 41 of the Texas Civil Practices and Remedies Code, which justifies the imposition of exemplary damages against Greer.

NEGLIGENT MISREPRESENTATION AGAINST GREER

64. Plaintiffs incorporate paragraphs 1-63 as if fully set forth herein.

65. Greer made representations to Plaintiffs in the course of Plaintiffs' business or in a transaction in which they had an interest. Greer supplied false information for the guidance of others, including Plaintiffs. Greer did not exercise reasonable care or competence in obtaining or communicating the information to Plaintiffs. Plaintiffs justifiably relied on Greer's representations and Greer's representations proximately caused further damages to Plaintiffs' property.

66. The misrepresentations, acts and/or failures to act set forth herein were committed with gross negligence, fraud and/or malice, as those terms are used in Chapter 41 of

the Texas Civil Practices and Remedies Code, so as to justify the imposition of punitive damages against Greer.

I. WAIVER AND ESTOPPEL

67. Defendants have waived and are estopped from asserting any coverage defenses, conditions, exclusions, or exceptions to coverage not contained in any reservation of rights letter to Plaintiffs.

J. DAMAGES

68. The above-described acts, omissions, failures and conduct of Defendants have caused Plaintiffs' damages, which include, without limitation, the cost to properly repair Plaintiffs' property and any investigative and engineering fees incurred in the claim. Plaintiffs are also entitled to recover consequential damages from State Farm's breaches of contract. Plaintiffs are also entitled to recover the amount of each of Plaintiffs' individual claims plus an 18% per annum penalty on the claim against State Farm as damages under Section 542 of the Texas Insurance Code, plus pre-judgment interest and attorney's fees.

K. ADDITIONAL DAMAGES

69. Defendants also "knowingly" and "intentionally" committed deceptive trade practices and unfair insurance practices as those terms are defined in the applicable statutes. Because of Defendants' knowing and intentional misconduct, Plaintiffs are entitled to additional damages as authorized by Section 17.50(b)(1) of the DTPA. Plaintiffs are further entitled to additional damages authorized by Section 541 of the Texas Insurance Code.

L. EXEMPLARY DAMAGES

70. State Farm's breach of its duty of good faith and fair dealing owed to Plaintiffs was done intentionally, with a conscious indifference to the rights and welfare of Plaintiffs, and

with “malice” as that term is defined in Chapter 41 of the Texas Civil Practice and Remedies Code. In addition, Greer’s conduct constituted gross negligence. These violations by Defendants are the type of conduct that the State of Texas protects its citizens against by the imposition of exemplary damages. Therefore, Plaintiffs seek the recovery of exemplary damages in an amount to be determined by the finder of fact that is sufficient to punish Defendants for their wrongful conduct and to set an example to deter Defendants and others similarly situated from committing similar acts in the future.

M. ATTORNEY’S FEES

71. As a result of Defendants’ conduct, Plaintiffs have been forced to retain the undersigned attorneys to prosecute this action and have agreed to pay reasonable attorney’s fees. Plaintiffs are entitled to recover these attorney’s fees under Chapter 38 of the Texas Civil Practices and Remedies Code, Sections 541 and 542 of the Texas Insurance Code, and Section 17.50 of the DTPA.

N. JURY DEMAND

72. Plaintiffs assert their right to a trial by jury, under Texas Constitution Article I, Section 15, and makes this demand for a jury trial at least 30 days before the date this case is set for trial in accordance with Texas Rule of Civil Procedure 216. Plaintiffs tender the fee of \$40.00 as required by Texas Government Code Section 51.604.

O. REQUESTS FOR DISCLOSURE

73. Plaintiffs request that Defendants disclose, within 50 days of the service of this request, the information or material described in Texas Rule of Civil Procedure 194.2.

P. PRAYER

Plaintiffs pray that Defendants be cited to appear and answer herein, and that upon trial hereof, that Plaintiffs have and recover such sums as would reasonably and justly compensate them in accordance with the rules of law and procedure, both as to actual damages, consequential damages, treble damages under the Texas Insurance Code and Texas Deceptive Trade Practices Act, and all punitive, additional, exemplary damages as may be found. In addition, Plaintiffs request the award of attorney's fees for the trial and any appeal of this case, for all costs of court, for pre-judgment and post-judgment interest as allowed by law, and for any other and further relief, at law or in equity, to which they may show themselves to be justly entitled.

Respectfully Submitted,

THE LAW OFFICE OF JESSICA TAYLOR
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State Farm

GONZALEZ, FLOR

53-919F-507

Asegurado:	GONZALEZ, FLOR	Estimación:	53-919F-507
Propiedad:	557 Posada St	No. Reclamo:	53919F507
	Rio Grande City, TX 78582	No. de póliza:	83-CT-A870-4
Casa:	956-735-3418	Lista de precios:	TXMC28_MAY16
Celular:	956-222-6706		Restaurar, dar servicio o remodelar
Tipo de pérdida:	Granizo		
Deducible:	\$2,266.00		
Fecha de pérdida:	17/05/2016		
Fecha de inspección:	13/07/2016		

Resumen para Coverage A - Dwelling - 35 Windstorm and Hail

Total de elementos de línea	1,141.71
Impuesto de ventas por materiales	15.64
Valor de costo de reposición	1,157.35
Menos depreciación (incluso impuestos)	(201.02)
Menos deducible	(2,266.00)
Total de valor efectivo real	(1,309.67)
Pago de valor real neto en efectivo	\$0.00

Cantidades adicionales máximas disponibles si se han incurrido:

Total de depreciación de elementos de línea (incluso impuestos)	201.02
Menos el total de valor efectivo real	(1,309.67)
Subtotal	(1,108.65)
Beneficios de costo de reposición	-1,108.65
Total de cantidades adicionales máximas disponibles si se han incurrido	0.00
Total de importe de reclamación si se ha incurrido	\$0.00

Greer, Bobby
844-529-5982 x 5129184560

TODOS LOS IMPORTES PAGADEROS ESTÁN SUJETOS A LOS TÉRMINOS, LAS CONDICIONES Y LOS LÍMITES DE LA PÓLIZA.

Esta traducción del inglés es para su conveniencia y es sólo informativa. En el caso que surja un conflicto de interpretación, la versión del idioma inglés dominará.

State Farm

GONZALEZ, FLOR

53-919F-507

Asegurado:	GONZALEZ, FLOR	Estimación:	53-919F-507
Propiedad:	557 Posada St Rio Grande City, TX 78582	No. Reclamo:	53919F507
Casa:	956-735-3418	No. de póliza:	83-CT-A870-4
Celular:	956-222-6706	Lista de precios:	TXMC28_MAY16
Tipo de pérdida:	Granizo		Restaurar, dar servicio o remodelar
Deducible:	\$0.00		
Fecha de pérdida:	17/05/2016		
Fecha de inspección:	13/07/2016		

Resumen para Coverage A - Dwelling Extension - 35 Windstorm and Hail

Total de elementos de línea	0.00
Valor de costo de reposición	0.00
Menos deducible	(0.00)
Pago neto	\$0.00

Greer, Bobby
844-529-5982 x 5129184560

TODOS LOS IMPORTES PAGADEROS ESTÁN SUJETOS A LOS TÉRMINOS, LAS CONDICIONES Y LOS LÍMITES DE LA PÓLIZA.

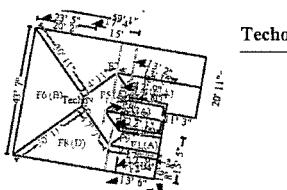
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GONZALEZ, FLOR

State Farm

53-919F-507

Source - Eagle View
Dwelling



CANTIDAD	PRECIO UNITARIO	IMP.	CR	EDAD/VIDA CONDICIÓN	Depreciación % de DEP	VER
1. Remover 3 lengüeta - 25 años - tejas de techo de composición (por teja)						
24.00 CA	3.63	0.00	87.12			87.12
2. 3 lengüeta - 25 años - tejas de techo de composición (por teja)						
24.00 CA	8.87	2.48	215.36			215.36
Above 2 line items to replace wind damaged shingles.						
3. Remover y Reemplazar Respiradero de caballete continuo, de aluminio						
20.00 PL	6.27	3.68	129.08	17/35 años	(62.70)	66.38
				Promedio	48.57%	
Totals: Techo		6.16	431.56		62.70	368.86

Elevación del frente

0.00 Paredes en pies cuadrados	0.00 Cielo raso en pies cuadrados	0.00 Paredes y cielo raso en pies cuadrados
0.00 Piso en pies cuadrados	0.00 Pared corta en pies cuadrados	0.00 Perímetro de piso en pies lineales
0.00 Pared larga en pies cuadrados		0.00 Cielo raso en pies lineales Perímetro

CANTIDAD	PRECIO UNITARIO	IMP.	CR	EDAD/VIDA CONDICIÓN	Depreciación % de DEP	VER
4. Volver a colocar vidrio en una unidad de ventana térmica de panel doble, de 1 a 9 pies cuadrados						
1.00 CA	126.36	5.94	132.30	17/18 años	(105.84)	26.46
				Promedio	80.00%	
5. Agregar por rejilla (ventanas de vidrio doble o triple)						
5.67 P2	2.35	0.83	14.15	17/18 años	(11.32)	2.83
				Promedio	80.00%	
6. Remover y Reemplazar Reborde de vidrio, dc vinilo						
7.67 PL	1.45	0.33	11.45			11.45

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State Farm

GONZALEZ, FLOR

53-919F-507

CONTINUACIÓN - Elevación del frente

CANTIDAD	PRECIO UNITARIO	IMP.	CR	EDAD/VIDA CONDICIÓN	Depreciación % de DEP	VER
7. Remover y Reemplazar Mosquitero de ventana de 1 a 9 pies cuadrados						
1.00 CA	35.48	1.87	37.35	17/30 años Promedio	(21.16) 56.67%	16.19
8. Despegar y volver a instalar Canaleta y tubo de bajada, galvanizados - a 5"						
10.00 PL	3.15	0.00	31.50			31.50
Totals: Elevación del frente		8.97	226.75		138.32	88.43

Elevación derecha

0.00 Paredes en pies cuadrados	0.00 Cielo raso en pies cuadrados	0.00 Paredes y cielo raso en pies cuadrados
0.00 Piso en pies cuadrados	0.00 Pared corta en pies cuadrados	0.00 Perímetro de piso en pies lineales
0.00 Pared larga en pies cuadrados		0.00 Cielo raso en pies lineales Perímetro

CANTIDAD	PRECIO UNITARIO	IMP.	CR	EDAD/VIDA CONDICIÓN	Depreciación % de DEP	VER
9. Remover y Reemplazar Reborde de vidrio, de vinilo						
12.08 PL	1.45	0.51	18.03			18.03
Totals: Elevación derecha		0.51	18.03		0.00	18.03

Elevación posterior

0.00 Paredes en pies cuadrados	0.00 Cielo raso en pies cuadrados	0.00 Paredes y cielo raso en pies cuadrados
0.00 Piso en pies cuadrados	0.00 Pared corta en pies cuadrados	0.00 Perímetro de piso en pies lineales
0.00 Pared larga en pies cuadrados		0.00 Cielo raso en pies lineales Perímetro

CANTIDAD	PRECIO UNITARIO	IMP.	CR	EDAD/VIDA CONDICIÓN	Depreciación % de DEP	VER

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GONZALEZ, FLOR

53-919F-507

CONTINUACIÓN - Elevación posterior

CANTIDAD	PRECIO UNITARIO	IMP.	CR	EDAD/VIDA CONDICIÓN	Depreciación % de DEP	VER
10. Peinar y enderesar aletas de condensador de aire acondicionado - con carga de viaje 1.00 CA	113.36	0.00	113.36			113.36
Totals: Elevación posterior		0.00	113.36		0.00	113.36

Elevación izquierda

0.00 Paredes en pies cuadrados	0.00 Cielo raso en pies cuadrados	0.00 Paredes y cielo raso en pies cuadrados
0.00 Piso en pies cuadrados	0.00 Pared corta en pies cuadrados	0.00 Perímetro de piso en pies lineales
0.00 Pared larga en pies cuadrados		0.00 Cielo raso en pies lineales Perímetro

CANTIDAD	PRECIO UNITARIO	IMP.	CR	EDAD/VIDA CONDICIÓN	Depreciación % de DEP	VER
No storm related damages observed to this elevation at inspection						
Totals: Elevación izquierda		0.00	0.00		0.00	0.00

Remoción de desperd.

0.00 Paredes en pies cuadrados	0.00 Cielo raso en pies cuadrados	0.00 Paredes y cielo raso en pies cuadrados
0.00 Piso en pies cuadrados	0.00 Pared corta en pies cuadrados	0.00 Perímetro de piso en pies lineales
0.00 Pared larga en pies cuadrados		0.00 Cielo raso en pies lineales Perímetro

CANTIDAD	PRECIO UNITARIO	IMP.	CR	EDAD/VIDA CONDICIÓN	Depreciación % de DEP	VER
11. Transportar desechos - por carga de camioneta - incluye tarifas de tiradero 1.00 CA	98.87	0.00	98.87			98.87
Totals: Remoción de desperd.		0.00	98.87		0.00	98.87

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State Farm

GONZALEZ, FLOR

53-919F-507

CONTINUACIÓN - Elevación posterior

CANTIDAD	PRECIO UNITARIO	IMP.	CR	EDAD/VIDA CONDICIÓN	Depreciación % de DEP	VER
10. Peinar y enderezar aletas de condensador de aire acondicionado - con carga de viaje 1.00 CA	113.36	0.00	113.36			113.36
Totals: Elevación posterior		0.00	113.36		0.00	113.36

Elevación izquierda

0.00 Paredes en pies cuadrados	0.00 Cielo raso en pies cuadrados	0.00 Paredes y cielo raso en pies cuadrados
0.00 Piso en pies cuadrados	0.00 Pared corta en pies cuadrados	0.00 Perímetro de piso en pies lineales
0.00 Pared larga en pies cuadrados		0.00 Cielo raso en pies lineales Perímetro

CANTIDAD	PRECIO UNITARIO	IMP.	CR	EDAD/VIDA CONDICIÓN	Depreciación % de DEP	VER
No storm related damages observed to this elevation at inspection						
Totals: Elevación izquierda		0.00	0.00		0.00	0.00

Remoción de desperd.

0.00 Paredes en pies cuadrados	0.00 Cielo raso en pies cuadrados	0.00 Paredes y cielo raso en pies cuadrados
0.00 Piso en pies cuadrados	0.00 Pared corta en pies cuadrados	0.00 Perímetro de piso en pies lineales
0.00 Pared larga en pies cuadrados		0.00 Cielo raso en pies lineales Perímetro

CANTIDAD	PRECIO UNITARIO	IMP.	CR	EDAD/VIDA CONDICIÓN	Depreciación % de DEP	VER
11. Transportar desechos - por carga de camioneta - incluye tarifas de tiradero 1.00 CA	98.87	0.00	98.87			98.87
Totals: Remoción de desperd.		0.00	98.87		0.00	98.87

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State Farm

GONZALEZ, FLOR

53-919F-507

888.84 Área de pared exterior	30.45 Número de cuadros	641.57 Longitud total de perímetro
3,045.25 Área de superficie	94.33 Longitud total de lima tesa	
69.91 Longitud total de caballete		

Total: Source - Eagle View	15.64	888.57	201.02	687.55
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Mínimos de mano de obra aplicados

CANTIDAD	PRECIO UNITARIO	IMP.	CR	EDAD/VIDA CONDICIÓN	Depreciación % de DEP	VER
* 12. Ventana -mínimo de mano de obra						
1.00 CA	87.43	0.00	87.43			87.43
* 13. Canales - mínimo de mano de obra						
1.00 CA	181.35	0.00	181.35			181.35
Totals: Mínimos de mano de obra aplicados		0.00	268.78		0.00	268.78
Totales de elementos de línea: 53-919F-507		15.64	1,157.35		201.02	956.33

Total global de las áreas:

888.84 Área de pared exterior	30.45 Número de cuadros	641.57 Longitud total de perímetro
3,045.25 Área de superficie	94.33 Longitud total de lima tesa	
69.91 Longitud total de caballete		

Resumen comercial

Incluye todos los impuestos, los gastos administrativos y ganancias del contratista general y los mínimos de mano de obra aplicables

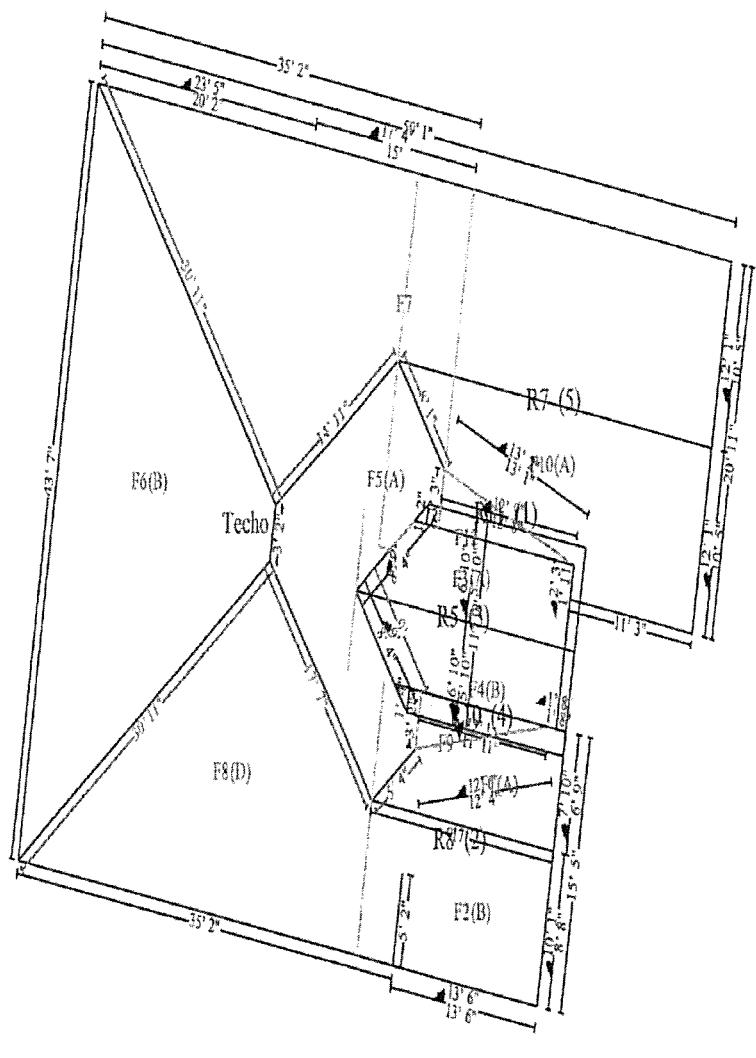
DESCRIPCIÓN	CANTIDAD DE ELEMENTO DE LINEA	TOTAL COSTO REPOS.	VER	DEPREC.	NO RECUPER.	IMPORTE MÁX. ADIC. DISP.
DMO DEMOLICIÓN GENERAL						
Transportar desechos - por carga de camioneta - incluye tarifas de tiradero	1.00 CA	\$98.87	\$98.87	\$0.00	\$0.00	\$0.00
TOTAL DEMOLICIÓN GENERAL		\$98.87	\$98.87	\$0.00	\$0.00	\$0.00
CVA CALEFACCIÓN, VENTILACIÓN Y AIRE ACONDICIONADO						
Peinar y enderezar aletas de condensador de aire acondicionado - con carga de viaje	1.00 CA	\$113.36	\$113.36	\$0.00	\$0.00	\$0.00
TOTAL CALEFACCIÓN, VENTILACIÓN Y AIRE ACONDICIONADO		\$113.36	\$113.36	\$0.00	\$0.00	\$0.00
TEC TECHO						
3 lengüeta - 25 años - tejas de techo de composición (por teja)	24.00 CA	\$215.36	\$215.36	\$0.00	\$0.00	\$0.00
Remover 3 lengüeta - 25 años - tejas de techo de composición (por teja)	24.00 CA	\$87.12	\$87.12	\$0.00	\$0.00	\$0.00
Remover y Reemplazar Respiradero de caballete continuo, de aluminio	20.00 PL	\$129.08	\$66.38	\$0.00	\$62.70	
TOTAL TECHO		\$431.56	\$368.86	\$0.00	\$62.70	
SIC SOFITO, IMPOSTA Y CANALETA						
Despegar y volver a instalar Canaleta y tubo de bajada, galvanizados - a 5"	10.00 PL	\$31.50	\$31.50	\$0.00	\$0.00	\$0.00
Canales - mínimo de mano de obra	1.00 CA	\$181.35	\$181.35	\$0.00	\$0.00	\$0.00
TOTAL SOFITO, IMPOSTA Y CANALETA		\$212.85	\$212.85	\$0.00	\$0.00	\$0.00
VNC VENTANAS - COLOCACIÓN Y REPARACIÓN DE VIDRIO						
Remover y Reemplazar Reborde de vidrio, de vinilo	19.75 PL	\$29.48	\$29.48	\$0.00	\$0.00	\$0.00
Volver a colocar vidrio en una unidad de ventana térmica de panel doble, de 1 a 9 pies cuadrados	1.00 CA	\$132.30	\$26.46	\$0.00	\$105.84	
Agregar por rejilla (ventanas de vidrio doble o triple)	5.67 P2	\$14.15	\$2.83	\$0.00	\$11.32	
Remover y Reemplazar Mosquitero de ventana de 1 a 9 pies cuadrados	1.00 CA	\$37.35	\$16.19	\$0.00	\$21.16	
TOTAL VENTANAS - COLOCACIÓN Y REPARACIÓN DE VIDRIO		\$213.28	\$74.96	\$0.00	\$138.32	
VNM VENTANAS DE MADERA						
Ventana -mínimo de mano de obra	1.00 CA	\$87.43	\$87.43	\$0.00	\$0.00	\$0.00
TOTAL VENTANAS DE MADERA		\$87.43	\$87.43	\$0.00	\$0.00	\$0.00
TOTALES		\$1,157.35	\$956.33	\$0.00	\$201.02	

Nota: Podrían encontrarse ligeras discrepancias entre las secciones del informe debido a redondeo

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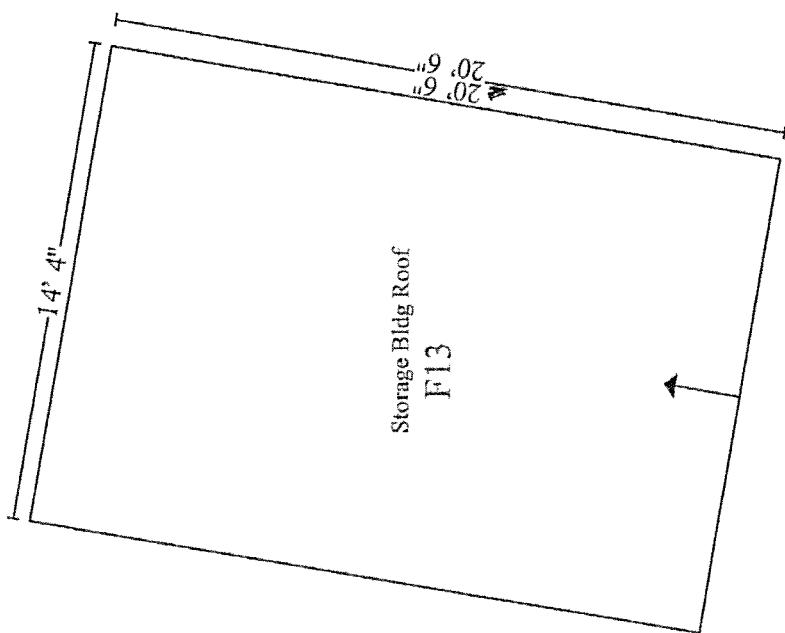
Source - Eagle View - Dwelling



Dwelling

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State Farm

GONZALEZ, FLOR

53-919F-507

Insured:	GONZALEZ, FLOR	Estimate:	53-919F-507
Property:	557 Posada St	Claim Number:	53919F507
	Rio Grande City, TX 78582	Policy Number:	83-CT-A870-4
Home:	956-735-3418	Price List:	TXMC28_MAY16
Cellular:	956-222-6706		Restoration/Service/Remodel
Type of Loss:	Hail		
Deductible:	\$2,266.00		
Date of Loss:	5/17/2016		
Date Inspected:	7/13/2016		

Summary for Coverage A - Dwelling - 35 Windstorm and Hail

Line Item Total	9,064.78
Material Sales Tax	194.06
Replacement Cost Value	9,258.84
Less Depreciation (Including Taxes)	(3,987.77)
Less Deductible	(2,266.00)
Net Actual Cash Value Payment	<u><u>\$3,005.07</u></u>

Maximum Additional Amounts Available If Incurred:

Total Line Item Depreciation (Including Taxes)	3,987.77
Replacement Cost Benefits	<u><u>3,987.77</u></u>
Total Maximum Additional Amount Available If Incurred	<u><u>3,987.77</u></u>
Total Amount of Claim If Incurred	<u><u>\$6,992.84</u></u>

Greer, Bobby
844-529-5982 x 5129184560

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

State Farm

GONZALEZ, FLOR

53-919F-507

Insured:	GONZALEZ, FLOR	Estimate:	53-919F-507
Property:	557 Posada St Rio Grande City, TX 78582	Claim Number:	53919F507
Home:	956-735-3418	Policy Number:	83-CT-A870-4
Cellular:	956-222-6706	Price List:	TXMC28_MAY16
Type of Loss:	Hail	Restoration/Service/Remodel	
Deductible:	\$0.00		
Date of Loss:	5/17/2016		
Date Inspected:	7/13/2016		

Summary for Coverage A - Dwelling Extension - 35 Windstorm and Hail

Line Item Total	0.00
Replacement Cost Value	0.00
Less Deductible	(0.00)
Net Payment	\$0.00

Greer, Bobby
844-529-5982 x 5129184560

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND
LIMITS OF YOUR POLICY.



Explanation of Building Replacement Cost Benefits

Homeowner Policy

Coverage A - Dwelling - 35 Windstorm and Hail

To: Name: GONZALEZ, FLOR
Address: 557 Posada St
City: Rio Grande City
State/Zip: TX, 78582

Insured: GONZALEZ, FLOR Claim Number: 53919F507
Date of Loss: 5/17/2016 Cause of Loss: HAIL

Your insurance policy provides replacement cost coverage for some or all of the loss or damage to your dwelling or structures. Replacement cost coverage pays the actual and necessary cost of repair or replacement, without a deduction for depreciation, subject to your policy's limit of liability. To receive replacement cost benefits you must:

1. Complete the actual repair or replacement of the damaged part of the property within two years of the date of loss; and
2. Notify us within 30 days after the work has been completed.
3. Confirm completion of repair or replacement, by submitting invoices, receipts or other documentation to your agent or claim office.

Until these requirements have been satisfied, our payment(s) to you will be for the actual cash value of the damaged part of the property, which may include a deduction for depreciation.

Without waiving the above requirements, we will consider paying replacement cost benefits prior to actual repair or replacement if we determine repair or replacement costs will be incurred because repairs are substantially under way or you present a signed contract acceptable to us.

The estimate to repair or replace your damaged property is \$9,258.84. The enclosed claim payment to you of \$3,005.07 is for the actual cash value of the damaged property at the time of loss, less any deductible that may apply. We determined the actual cash value by deducting depreciation from the estimated repair or replacement cost. Our estimate details the depreciation applied to your loss. Based on our estimate, the additional amount available to you for replacement cost benefits (recoverable depreciation) is \$ 3,987.77.

If you cannot have the repairs completed for the repair/replacement cost estimated, please contact your claim representative prior to beginning repairs.

All policy provisions apply to your claim.

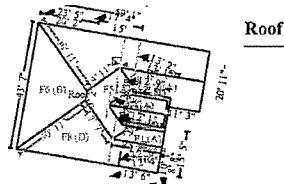
State Farm

GONZALEZ, FLOR

53-919F-507

Source - Eagle View

Dwelling



2,750.89 Surface Area
 251.07 Total Perimeter Length
 94.33 Total Hip Length

27.51 Number of Squares
 69.91 Total Ridge Length

	QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
15. Remove Tear off, haul and dispose of comp. shingles - 3 tab	27.51 SQ	47.24	0.00	1,299.57			1,299.57
16. 3 tab - 25 yr. - composition shingle roofing - incl. felt	31.67 SQ	157.21	163.14	5,141.98	17/25 yrs Avg.	(3,496.55) 68.00%	1,645.43
17. Drip edge	251.07 LF	1.47	9.89	378.96	17/35 yrs Avg.	(184.06) 48.57%	194.90
18. Valley metal	63.46 LF	3.51	6.39	229.13	17/35 yrs Avg.	(111.29) 48.57%	117.84
3. Continuous ridge vent - aluminum	20.00 LF	5.74	3.68	118.48	17/35 yrs Avg.	(57.55) 48.57%	60.93
19. Remove Additional charge for steep roof - 7/12 to 9/12 slope	27.51 SQ	8.70	0.00	239.34			239.34
20. Additional charge for steep roof - 7/12 to 9/12 slope	31.64 SQ	26.38	0.00	834.66			834.66
Totals: Roof			183.10	8,242.12		3,849.45	4,392.67

Front Elevation

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling
0.00 SF Floor	0.00 SF Short Wall	0.00 LF Floor Perimeter
0.00 SF Long Wall		0.00 LF Ceil. Perimeter

	QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
4. Reglaze double-pane thermal window unit, 1 - 9 sf	1.00 EA	126.36	5.94	132.30	17/18 yrs Avg.	(105.84) 80.00%	26.46

Date: 10/25/2016 8:45 AM

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State Farm

GONZALEZ, FLOR

53-919F-507

CONTINUED - Front Elevation

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
5. Add on for grid (double or triple pane windows)						
5.67 SF	2.35	0.83	14.15	17/18 yrs Avg.	(11.32) 80.00%	2.83
6. R&R Glazing bead - Vinyl						
7.67 LF	1.45	0.33	11.45			11.45
7. R&R Window screen, 1 - 9 SF						
1.00 EA	35.48	1.87	37.35	17/30 yrs Avg.	(21.16) 56.67%	16.19
8. Detach & Reset Gutter / downspout - galvanized - up to 5"						
10.00 LF	3.15	0.00	31.50			31.50
Totals: Front Elevation		8.97	226.75		138.32	88.43

Right Elevation

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling
0.00 SF Floor	0.00 SF Short Wall	0.00 LF Floor Perimeter
0.00 SF Long Wall		0.00 LF Cel. Perimeter

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
9. R&R Glazing bead - Vinyl						
12.08 LF	1.45	0.51	18.03			18.03
Totals: Right Elevation		0.51	18.03		0.00	18.03

Rear Elevation

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling
0.00 SF Floor	0.00 SF Short Wall	0.00 LF Floor Perimeter
0.00 SF Long Wall		0.00 LF Cel. Perimeter

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
10. Comb and straighten a/c condenser fins - with trip charge						
1.00 EA	113.36	0.00	113.36			113.36
Totals: Rear Elevation		0.00	113.36		0.00	113.36

Date: 10/25/2016 8:45 AM

Page: 7

State Farm

GONZALEZ, FLOR

53-919F-507

Left Elevation

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling
0.00 SF Floor	0.00 SF Short Wall	0.00 LF Floor Perimeter
0.00 SF Long Wall		0.00 LF Cel. Perimeter

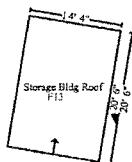
QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
No storm related damages observed to this elevation at inspection						
Totals: Left Elevation		0.00	0.00		0.00	0.00

Debris Removal

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling
0.00 SF Floor	0.00 SF Short Wall	0.00 LF Floor Perimeter
0.00 SF Long Wall		0.00 LF Cel. Perimeter

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
11. Haul debris - per pickup truck load - including dump fees						
1.00 EA	98.87	0.00	98.87			98.87
Totals: Debris Removal		0.00	98.87		0.00	98.87
Area Totals: Dwelling						
309.14 Exterior Wall Area						
2,750.89 Surface Area	27.51 Number of Squares					502.13 Total Perimeter Length
69.91 Total Ridge Length	94.33 Total Hip Length					
Total: Dwelling		192.58	8,699.13		3,987.77	4,711.36

Dwelling Extension



Storage Bldg Roof

294.36 Surface Area	2.94 Number of Squares
69.72 Total Perimeter Length	

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
No storm related damages observed to metal roofing at inspection.						

Date: 10/25/2016 8:45 AM

Page: 8

State Farm

GONZALEZ, FLOR

53-919F-507

CONTINUED - Storage Bldg Roof

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC.	ACV
Totals: Storage Bldg Roof		0.00	0.00		0.00	0.00

Elevations

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling
0.00 SF Floor	0.00 SF Short Wall	0.00 LF Floor Perimeter
0.00 SF Long Wall		0.00 LF Cel. Perimeter

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC.	ACV
No storm related damages observed to any elevation at inspection						
Totals: Elevations		0.00	0.00		0.00	0.00
Area Totals: Source - Eagle View						
888.84 Exterior Wall Area						
3,045.25 Surface Area	30.45 Number of Squares			641.57 Total Perimeter Length		
69.91 Total Ridge Length	94.33 Total Hip Length					
Total: Source - Eagle View		192.58	8,699.13		3,987.77	4,711.36

Garage

656.00 SF Walls	408.00 SF Ceiling	1,064.00 SF Walls & Ceiling
408.00 SF Floor	136.00 SF Short Wall	82.00 LF Floor Perimeter
192.00 SF Long Wall		82.00 LF Cel. Perimeter

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC.	ACV
21. R&R 1/2" drywall - hung only (no tape or finish)						
64.00 SF	1.20	1.48	78.28			78.28
Totals: Garage		1.48	78.28		0.00	78.28

Labor Minimums Applied

Date: 10/25/2016 8:45 AM

Page: 9

State Farm						
GONZALEZ, FLOR		QUANTITY	UNIT PRICE	TAX	RCV	53-919F-507
					AGE/LIFE CONDITION	DEPREC. DEP %
* 12. Window labor minimum	1.00 EA	87.43	0.00	87.43		87.43
* 13. Gutter labor minimum	1.00 EA	181.35	0.00	181.35		181.35
22. Drywall labor minimum	1.00 EA	212.65	0.00	212.65		212.65
Totals: Labor Minimums Applied			0.00	481.43	0.00	481.43
Line Item Totals: 53-919F-507			194.06	9,258.84	3,987.77	5,271.07

Grand Total Areas:

656.00 SF Walls	408.00 SF Ceiling	1,064.00 SF Walls and Ceiling
408.00 SF Floor	136.00 SF Short Wall	82.00 LF Floor Perimeter
192.00 SF Long Wall		82.00 LF Cel. Perimeter
888.84 Exterior Wall Area		
3,045.25 Surface Area	30.45 Number of Squares	641.57 Total Perimeter Length
69.91 Total Ridge Length	94.33 Total Hip Length	

Trade Summary

Includes all applicable Tax, General Contractor O&P, and Labor Minimums

DESCRIPTION	LINE ITEM QTY	REPL. COST TOTAL	ACV	NON-REC. DEPREC.	MAX ADDL. AMT AVAIL.
DMO GENERAL DEMOLITION					
Haul debris - per pickup truck load - including dump fees	1.00 EA	\$98.87	\$98.87	\$0.00	\$0.00
TOTAL GENERAL DEMOLITION		\$98.87	\$98.87	\$0.00	\$0.00
DRY DRYWALL					
R&R 1/2" drywall - hung only (no tape or finish)	64.00 SF	\$78.28	\$78.28	\$0.00	\$0.00
Drywall labor minimum	1.00 EA	\$212.65	\$212.65	\$0.00	\$0.00
TOTAL DRYWALL		\$290.93	\$290.93	\$0.00	\$0.00
HVC HEAT, VENT & AIR CONDITIONING					
Comb and straighten a/c condenser fins - with trip charge	1.00 EA	\$113.36	\$113.36	\$0.00	\$0.00
TOTAL HEAT, VENT & AIR CONDITIONING		\$113.36	\$113.36	\$0.00	\$0.00
RFG ROOFING					
3 tab - 25 yr. - composition shingle roofing - incl. felt	31.67 SQ	\$5,141.98	\$1,645.43	\$0.00	\$3,496.55
Remove Tear off, haul and dispose of comp. shingles - 3 tab	27.51 SQ	\$1,299.57	\$1,299.57	\$0.00	\$0.00
Drip edge	251.07 LF	\$378.96	\$194.90	\$0.00	\$184.06
Additional charge for steep roof - 7/12 to 9/12 slope	31.64 SQ	\$834.66	\$834.66	\$0.00	\$0.00
Remove Additional charge for steep roof - 7/12 to 9/12 slope	27.51 SQ	\$239.34	\$239.34	\$0.00	\$0.00
Continuous ridge vent - aluminum	20.00 LF	\$118.48	\$60.93	\$0.00	\$57.55
Valley metal	63.46 LF	\$229.13	\$117.84	\$0.00	\$111.29
TOTAL ROOFING		\$8,242.12	\$4,392.67	\$0.00	\$3,849.45
SFG SOFFIT, FASCIA, & GUTTER					
Detach & Reset Gutter / downspout - galvanized - up to 5"	10.00 LF	\$31.50	\$31.50	\$0.00	\$0.00
Gutter labor minimum	1.00 EA	\$181.35	\$181.35	\$0.00	\$0.00
TOTAL SOFFIT, FASCIA, & GUTTER		\$212.85	\$212.85	\$0.00	\$0.00
WDR WINDOW REGLAZING & REPAIR					
R&R Glazing bead - Vinyl	19.75 LF	\$29.48	\$29.48	\$0.00	\$0.00
Reglaze double-pane thermal window unit, 1 - 9 sf	1.00 EA	\$132.30	\$26.46	\$0.00	\$105.84
Add on for grid (double or triple pane windows)	5.67 SF	\$14.15	\$2.83	\$0.00	\$11.32
R&R Window screen, 1 - 9 SF	1.00 EA	\$37.35	\$16.19	\$0.00	\$21.16

Note: Slight variances may be found within report sections due to rounding

Date: 10/25/2016 8:45 AM

Page: 11

Trade Summary

Includes all applicable Tax, General Contractor O&P, and Labor Minimums

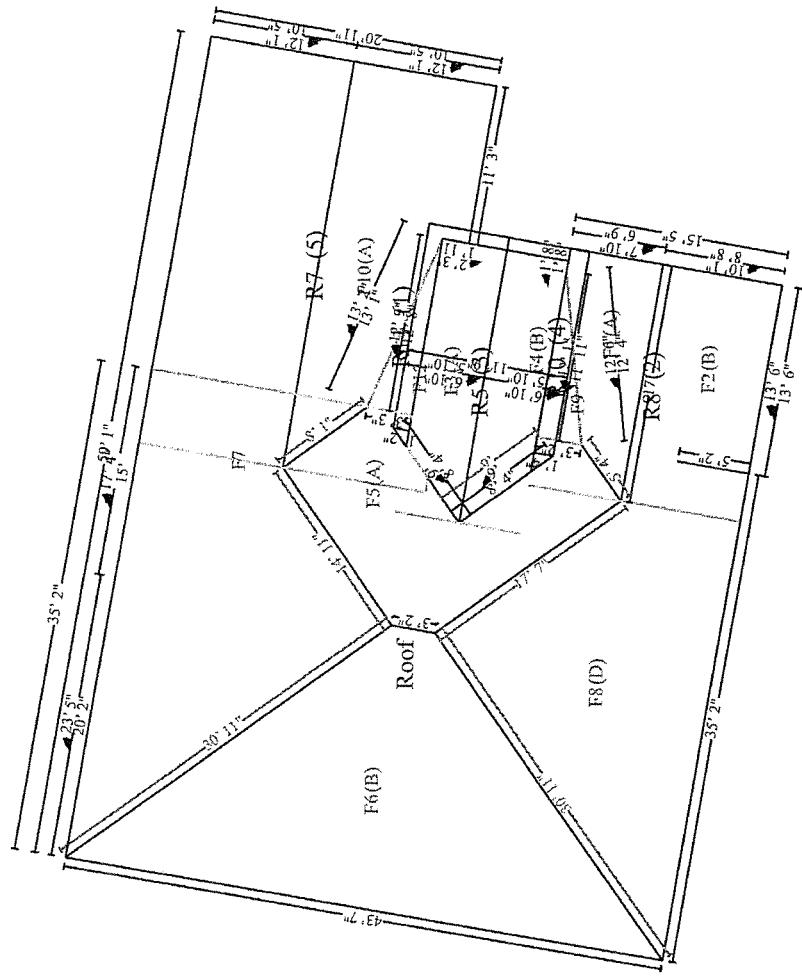
DESCRIPTION	LINE ITEM QTY	REPL. COST TOTAL	ACV	NON-REC. DEPREC.	MAX ADDL. AMT AVAIL.
WDR WINDOW REGLAZING & REPAIR					
TOTAL WINDOW REGLAZING & REPAIR		\$213.28	\$74.96	\$0.00	\$138.32
WDW WINDOWS - WOOD					
Window labor minimum	1.00 EA	\$87.43	\$87.43	\$0.00	\$0.00
TOTAL WINDOWS - WOOD		\$87.43	\$87.43	\$0.00	\$0.00
TOTALS		\$9,258.84	\$5,271.07	\$0.00	\$3,987.77

Note: Slight variances may be found within report sections due to rounding

Date: 10/25/2016 8:45 AM

Page: 12

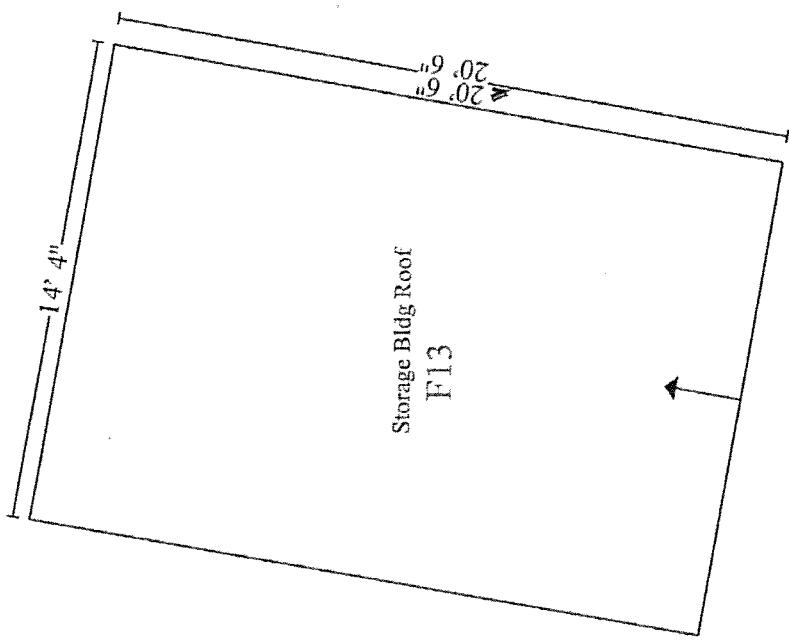
Source - Eagle View - Dwelling



Date: 10/25/2016 8:45 AM

Dwelling
Page: 13

Source - Eagle View - Dwelling Extension



N ↑

Dwelling Extension

Page 14

Date: 10/25/2016 8:45 AM

CLERK OF THE COURT
ELOY R. GARCIA
STARR COUNTY COURTHOUSE
RIO GRANDE CITY, TEXAS 78582

ATTORNEY FOR PLAINTIFF
THE LAW OFFICE OF JESSICA TAYLOR
14100 SAN PEDRO, SUITE 602
SAN ANTONIO, TX 78232

CITATION

THE STATE OF TEXAS

NOTICE TO THE DEFENDANT: "You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you."

TO: State Farm Lloyds
Corporation Service Company
211 E. 7th St., Suite 620
Austin, Texas 78701-3218

DEFENDANT, in the hereafter and styled and numbered cause: DC-16-639 are hereby commanded to appear by filing a written answer **PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE** at or before 10 o'clock A.M. of the Monday next after the expiration of twenty days after the date of service of this citation before the Honorable 381ST JUDICIAL DISTRICT COURT JUDGE JOSE LUIS GARZA of STARR COUNTY, TEXAS, at the Court House of said County in RIO GRANDE CITY, TEXAS. Said ORIGINAL PETITION was filed on the **16TH Day of December A.D., 2016**, in this cause numbered DC-16-639 docket of said court, and styled,

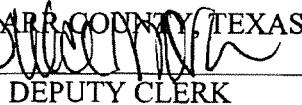
**FLOR GONZALEZ AND ARNOLDO
GONZALEZ
VS.
STATE FARM LLOYDS and
BOBBY GREER**

The nature of Plaintiff's demand is fully shown by a true and correct copy of the **PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE** accompanying this citation and made a part hereof.

The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates thereof, and make due return as the law directs.

Issued and given under my hand and seal of said Court at office, this **19TH day of December, 2016**.



ELOY R. GARCIA
DISTRICT CLERK
OF STARR COUNTY, TEXAS
BY 
DEPUTY CLERK

OFFICER'S RETURN

Came to hand on the _____ day of _____, _____ at _____ o'clock _____.M.
Executed at _____, within the County of _____, at _____ o'clock _____.M.
On the _____ day of _____, _____, by delivering to the within
named _____ a true copy of this citation together with the accompanying copy of this
petition, having first attached such copy of such petition to such copy of citation and endorsed on such copy of citation the
date of delivery

Not executed, the diligence used to execute being _____; for the following
reason _____, the defendant may be found _____

Total fee for serving this citation _____ Sheriff Account No. _____

To certify which witness my hand officially.

Sheriff of _____ County, Texas by: _____ Deputy

COMPLETE IF YOU ARE A PERSON OTHER THAN A SHERIFF, CONSTABLE, OR CLERK OF THE COURT

In accordance with Rule 107: The officer authorized person who serves, or attempts to serve, a citation shall sign the return. The signature is not required to be verified. If the return is signed by a person other than a sheriff, constable or the clerk of the court, the return shall be signed under penalty of perjury and contain the following statement:

"My name is _____, my date of birth is _____, and my address is
_____.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FORGOING IS TRUE AND CORRECT.

Executed in _____ county, state of _____, on the _____ day of _____.

Declarant/Authorized Process Server

(ID # & expiration of certification)

File No. DC-16-639
CITATION FOR PERSONAL SERVICE IN STATE

**FLOR GONZALEZ AND ARNOLDO
GONZALEZ
VS.
STATE FARM LLOYDS and
BOBBY GREER**

381ST DISTRICT COURT
OF STARR COUNTY, TEXAS

ISSUED
THIS 19TH DAY OF December, 2016
ELOY R. GARCIA
CLERK DISTRICT COURT
BY: _____
DEPUTY CLERK:

FILED
This _____ day of _____ 2016
At _____ o'clock _____ M.
ELOY R. GARCIA
CLERK OF THE COURT
BY: _____ DEPUTY

Filed: 12/28/2016 2:32:43 PM
Starr County, Texas
Eloy R. Garcia, District Clerk

Litxzary Benavides

CLERK OF THE COURT
ELOY R. GARCIA
STARR COUNTY COURTHOUSE
RIO GRANDE CITY, TEXAS 78582

ATTORNEY FOR PLAINTIFF
THE LAW OFFICE OF JESSICA TAYLOR
14100 SAN PEDRO, SUITE 602
SAN ANTONIO, TX 78232

CITATION

THE STATE OF TEXAS

NOTICE TO THE DEFENDANT: "You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation By 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you."

TO: State Farm Lloyds
Corporation Service Company
211 E. 7th St., Suite 620
Austin, Texas 78701-3218

DEFENDANT, in the hereafter and styled and numbered cause: DC-16-639 are hereby commanded to appear by filing a written answer PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE at or before 10 o'clock A.M. of the Monday next after the expiration of twenty days after the date of service of this citation before the Honorable 381ST JUDICIAL DISTRICT COURT JUDGE JOSE LUIS GARZA of STARR COUNTY, TEXAS, at the Court House of said County in RIO GRANDE CITY, TEXAS. Said ORIGINAL PETITION was filed on the 16TH Day of December A.D. 2016, in this cause numbered DC-16-639 docket of said court, and styled,

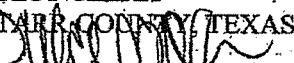
FLOR GONZALEZ AND ARNOLDO
GONZALEZ
VS.
STATE FARM LLOYDS and
BOBBY GREER

The nature of Plaintiff's demand is fully shown by a true and correct copy of the PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE accompanying this citation and made a part hereof.

The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates thereof, and make due return as the law directs.

Issued and given under my hand and seal of said Court at office, this 19TH day of December, 2016.



ELOY R. GARCIA
DISTRICT CLERK
OF STARR COUNTY, TEXAS
BY: 
DEPUTY CLERK

OFFICER'S RETURN

Came to hand on the 28th day of Dec 2016 at 1 o'clock P.M.
Executed at 211 E 7th, within the County of TRAVIS at 1 o'clock M.
On the 23 day of December, 2016 by delivering to the within
named State Farm a true copy of this citation together with the accompanying copy of this
petition, having first attached such copy of such petition to such copy of citation and endorsed on such copy of citation the
date of delivery

Not executed, the diligence used to execute being _____; for the following
reason _____, the defendant may be found _____

Total fee for serving this citation _____ Sheriff Account No. _____

To certify which witness my hand officially.
Sheriff of _____ County, Texas by: _____ Deputy _____

COMPLETE IF YOU ARE A PERSON OTHER THAN A SHERIFF, CONSTABLE, OR CLERK OF THE COURT

In accordance with Rule 107: The officer authorized person who serves, or attempts to serve, a citation shall sign the return. The signature is not required to be verified. If the return is signed by a person other than a sheriff, constable or the clerk of the court, the return shall be signed under penalty of perjury and contain the following statement:

"My name is Hortencia Vasquez, my date of birth is 0 28 1955, and my address is
14100 San Pedro San Antonio 7+78232

I DECLARE UNDER PENALTY OF PERJURY THAT THE FORGOING IS TRUE AND CORRECT.

Executed in Bexar county, state of Texas, on the 28th day of December

Hortencia Vasquez
Declarant/Authorized Process Server

(ID # & expiration of certification)

File No. DC-16-639
CITATION FOR PERSONAL SERVICE IN STATE

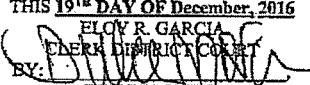
FLOR GONZALEZ AND ARNOLDO
GONZALEZ
VS.
STATE FARM LLOYDS and
BOBBY GREER

381ST DISTRICT COURT
OF STARR COUNTY, TEXAS

ISSUED

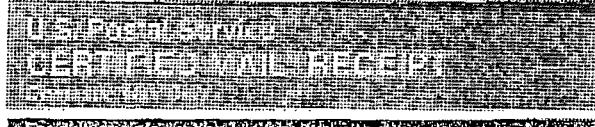
THIS 19TH DAY OF December, 2016

ELOY R. GARCIA
CLERK DISTRICT COURT

BY: 
DEPUTY CLERK

FILED
This 28 day of December, 2016
At 12:35:08 PM
BY: ELOY R. GARCIA
CLERK OF THE COURT DEPUTY
Lilygany Benavides

7016 0910 0000 3887 9737

 For delivery information visit our website at www.usps.com	
Certified Mail Fee \$ 5	
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$ _____ <input type="checkbox"/> Return Receipt (electronic) \$ _____ <input type="checkbox"/> Certified Mail Restricted Delivery \$ _____ <input type="checkbox"/> Adult Signature Required \$ _____ <input type="checkbox"/> Adult Signature Restricted Delivery \$ _____	
Postage \$ 2.41	
Total Postage and Fees \$ 7.46	
Sent To <i>State Farm</i>	
Street and Apt. No., or PO Box No.	
City, State, Zip+4*	
<small>PS Form 3811, 01/16/2015, PSN 7530-02-000-9053. See reverse for instructions.</small>	

12/20/16
Postmark
Here
2hr from 3:48

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY															
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Complete items 1, 2, and 3. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature  <input checked="" type="checkbox"/> Chris Sallan <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <input type="checkbox"/> C. Date of Delivery DEC 23 2015</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>															
<p>1. Article Addressed to: <i>State Farm Lloyds 40 Corp Service Co. 211 E 7th St., Ste 620 Austin, TX 78701-3218</i></p> <p>9590 9402 1918 6104 5621 97</p> <p>2. Article Number (Transfer from service label) 7016 0910 0000 3887 9737</p>		<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input checked="" type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation</td> </tr> <tr> <td><input type="checkbox"/> Restricted Delivery</td> <td><input type="checkbox"/> Restricted Delivery</td> </tr> </table>		<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation	<input type="checkbox"/> Restricted Delivery	<input type="checkbox"/> Restricted Delivery
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®																
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™																
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery																
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise																
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™																
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation																
<input type="checkbox"/> Restricted Delivery	<input type="checkbox"/> Restricted Delivery																

CLERK OF THE COURT
ELOY R. GARCIA
STARR COUNTY COURTHOUSE
RIO GRANDE CITY, TEXAS 78582

ATTORNEY FOR PLAINTIFF
THE LAW OFFICE OF JESSICA TAYLOR
14100 SAN PEDRO, SUITE 602
SAN ANTONIO, TX 78232

CITATION

THE STATE OF TEXAS

NOTICE TO THE DEFENDANT: "You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation By 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you."

TO: **Bobby Greer**
4037 South 20th
Abilene, Texas 79605

DEFENDANT, in the hereafter and styled and numbered cause: DC-16-639 are hereby commanded to appear by filing a written answer PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE at or before 10 o'clock A.M. of the Monday next after the expiration of twenty days after the date of service of this citation before the Honorable 381ST JUDICIAL DISTRICT COURT JUDGE JOSE LUIS GARZA of STARR COUNTY, TEXAS, at the Court House of said County in RIO GRANDE CITY, TEXAS. Said ORIGINAL PETITION was filed on the 16TH Day of December A.D. 2016, in this cause numbered DC-16-639 docket of said court, and styled,

**FLOR GONZALEZ AND ARNOLDO
GONZALEZ
VS.
STATE FARM LLOYDS and
BOBBY GREER**

The nature of Plaintiff's demand is fully shown by a true and correct copy of the PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE accompanying this citation and made a part hereof.

The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates thereof, and make due return as the law directs.

Issued and given under my hand and seal of said Court at office, this 19TH day of December, 2016.



ELOY R. GARCIA
DISTRICT CLERK
OF STARR COUNTY, TEXAS
BY 
DEPUTY CLERK

OFFICER'S RETURN

Came to hand on the _____ day of _____, _____ at _____ o'clock _____.M.
Executed at _____, within the County of _____, at _____ o'clock _____.M.
On the _____ day of _____, _____, by delivering to the within
named _____ a true copy of this citation together with the accompanying copy of this
petition, having first attached such copy of such petition to such copy of citation and endorsed on such copy of citation the
date of delivery

Not executed, the diligence used to execute being _____; for the following
reason _____, the defendant may be found _____

Total fee for serving this citation _____ Sheriff Account No. _____

To certify which witness my hand officially.

Sheriff of _____ County, Texas by: _____ Deputy

COMPLETE IF YOU ARE A PERSON OTHER THAN A SHERIFF, CONSTABLE, OR CLERK OF THE COURT

In accordance with Rule 107: The officer authorized person who serves, or attempts to serve, a citation shall sign the return. The signature is not required to be verified. If the return is signed by a person other than a sheriff, constable or the clerk of the court, the return shall be signed under penalty of perjury and contain the following statement:

"My name is _____, my date of birth is _____, and my address is _____.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FORGOING IS TRUE AND CORRECT.

Executed in _____ county, state of _____, on the _____ day of _____.

Declarant/Authorized Process Server

(ID # & expiration of certification)

File No. DC-16-639
CITATION FOR PERSONAL SERVICE IN STATE

**FLOR GONZALEZ AND ARNOLDO
GONZALEZ
VS.
STATE FARM LLOYDS and
BOBBY GREER**

38¹ST DISTRICT COURT
OF STARR COUNTY, TEXAS

ISSUED

THIS 19TH DAY OF December, 2016

ELOY R. GARCIA
CLERK DISTRICT COURT
BY: _____
DEPUTY CLERK: _____

FILED

This _____ day of _____ 2016

At _____ o'clock _____ M.

ELOY R. GARCIA
CLERK OF THE COURT

BY: _____ DEPUTY

Filed: 12/28/2016 2:32:43 PM

Eloy R. Garcia, District Clerk

Starr County, Texas

CLERK OF THE COURT
ELOY R. GARCIA
STARR COUNTY COURTHOUSE
RIO GRANDE CITY, TEXAS 78582

ATTORNEY FOR PLAINTIFF
THE LAW OFFICE OF JESSICA TAYLOR
14100 SAN PEDRO, SUITE 602
SAN ANTONIO, TX 78232

CITATION

THE STATE OF TEXAS

NOTICE TO THE DEFENDANT: "You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you."

TO: **Bobby Greer**
4037 South 20th
Abilene, Texas 79605

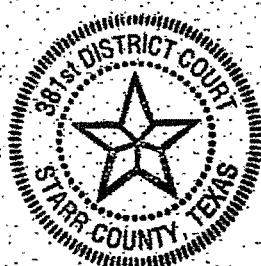
DEFENDANT, in the hereafter and styled and numbered cause, DC-16-639 are hereby commanded to appear by filing a written answer **PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE** at or before 10 o'clock A.M. of the Monday next after the expiration of twenty days after the date of service of this citation before the Honorable **381ST JUDICIAL DISTRICT COURT JUDGE JOSE LUIS GARZA** of **STARR COUNTY, TEXAS**, at the Court House of said County in **RIO GRANDE CITY, TEXAS**. Said **ORIGINAL PETITION** was filed on the **16TH DAY OF December A.D. 2016**, in this cause numbered **DC-16-639** docket of said court, and styled,

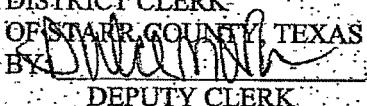
FLOR GONZALEZ AND ARNOLDO
GONZALEZ
VS.
STATE FARM LLOYDS and
BOBBY GREER

The nature of Plaintiff's demand is fully shown by a true and correct copy of the **PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE** accompanying this citation and made a part hereof.

The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates thereof, and make due return as the law directs.

Issued and given under my hand and seal of said Court at office, this **19TH day of December, 2016**.



ELOY R. GARCIA
DISTRICT CLERK
OF STARR COUNTY, TEXAS
BY 
DEPUTY CLERK

OFFICER'S RETURN

Came to hand on the 28th day of Dec, 2016 at 1 o'clock P.M.
Executed at 4037 S. 20th within the County of Taylor, at o'clock M.
On the 22 day of December, 2016 by delivering to the within
named Bobby Greer a true copy of this citation together with the accompanying copy of this
petition, having first attached such copy of such petition to such copy of citation and endorsed on such copy of citation the
date of delivery

Not executed, the diligence used to execute being _____; for the following
reason _____ the defendant may be found _____

Total fee for serving this citation _____ Sheriff Account No. _____

To certify which witness my hand officially.

Sheriff of _____ County, Texas by: _____ Deputy _____

COMPLETE IF YOU ARE A PERSON OTHER THAN A SHERIFF, CONSTABLE, OR CLERK OF THE COURT

In accordance with Rule 107: The officer authorized person who serves, or attempts to serve, a citation shall sign the return. The signature is not required to be verified. If the return is signed by a person other than a sheriff, constable or the clerk of the court, the return shall be signed under penalty of perjury and contain the following statement:

"My name is Hortencia Vasquez, my date of birth is 01281955, and my address is
14100 San Pedro San Antonio TX 78232

I DECLARE UNDER PENALTY OF PERJURY THAT THE FORGOING IS TRUE AND CORRECT.

Executed in Taylor county, state of Texas, on the 28th day of December.

Hortencia Vasquez
Declarant/Authorized Process Server

(ID # & expiration of certification)

File No. **DC-16-639**
CITATION FOR PERSONAL SERVICE IN STATE

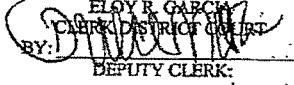
**FLOR GONZALEZ AND ARNOLDO
GONZALEZ
VS.
STATE FARM LLOYDS and
BOBBY GREER**

381ST DISTRICT COURT
OF STARR COUNTY, TEXAS

ISSUED

THIS 19TH DAY OF December, 2016

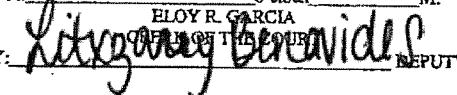
ELOY R. GARCIA
CLERK DISTRICT COURT

BY: 

DEPUTY CLERK:

FILED 12/28/2016 2:35:28 PM
This 28 day of December, 2016

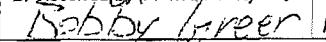
At o'clock M.

ELOY R. GARCIA
CLERK OF THE COURT
BY: 
DEPUTY

7016 0910 0000 3887 9744

Certified Mail Information (This form is not valid for International Mail)	
12/20	
Postmark Here	
FLA for 3rd day	
<p>Certified Mail Fee \$</p> <p>Extra Services & Fees (check box, add fee as appropriate)</p> <p><input type="checkbox"/> Return Receipt (hardcopy) \$ _____</p> <p><input type="checkbox"/> Return Receipt (electronic) \$ _____</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery \$ _____</p> <p><input type="checkbox"/> Adult Signature Required \$ _____</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery \$ _____</p>	
<p>Postage \$ 2.81</p> <p>Total Postage and Fees \$ 8.66</p>	
<p>Sent To Bobby Greer Street and Apt. No., or PO Box No.</p>	
<p>City, State, ZIP+4 -----</p>	

Postage and delivery fees are subject to change. See Royal Mail rate table.

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature </p> <p><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Bobby Greer 4037 South 20th Abilene, TX 79605</p>		<p>B. Received by (Printed Name) </p> <p>C. Date of Delivery 12-22-16</p>	
<p>2. Article Number (Transfer from service label)</p> <p>9590 9402 1918 6104 5621 80</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>7016 0910 0000 3887 9744</p>		<p>3. Service Type</p> <p><input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Restricted Delivery</p> <p><input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

CAUSE NO. DC-16-639

FLOR GONZALEZ AND	§	IN THE DISTRICT COURT
ARNOLDO GONZALEZ,	§	
Plaintiffs,	§	
vs.	§	
	§	381ST JUDICIAL DISTRICT OF
STATE FARM LLOYDS AND	§	
BOBBY GREER,	§	
Defendants.	§	STARR COUNTY, TEXAS

DEFENDANTS STATE FARM LLOYDS' AND BOBBY GREER'S
ORIGINAL ANSWER AND JURY DEMAND

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES State Farm Lloyds and Charles Daffron, alleged to be Defendants in this cause, and files this Original Answer in response to the Petition submitted by the above-named Plaintiffs. Without waiving any of their rights or defenses relating to the policy of insurance under which Plaintiffs purport to be claiming in this lawsuit and still insisting upon any and all policy conditions, exclusions, requirements, and other policy terms now or later arising, Defendants respond to Plaintiff's Original Petition as follows:

GENERAL DENIAL

Subject to such stipulations and admissions as may hereinafter be made, Defendants assert a general denial as is authorized by Rule 92 of the Texas Rules of Civil Procedure, and Defendants respectfully request that Plaintiffs be required to prove the charges and allegations made against Defendants by a preponderance of the evidence as is required by the Constitution and the laws of the State of Texas.

DEMAND FOR JURY

Defendants respectfully demand a trial by jury.

PRAYER

WHEREFORE PREMISES CONSIDERED, Defendants State Farm Lloyds and Bobby Greer respectfully pray that Plaintiffs take nothing by reason of this lawsuit. Defendants further pray for additional and further relief to which they may show themselves to be justly entitled, at law or in equity.

Respectfully submitted,

JONES, ANDREWS & ORTIZ, P.C.

By: /s/ Ray R. Ortiz

Ray R. Ortiz
State Bar No. 15324280

Jonathan Law
State Bar No. 24028656
ray@jao-law.com
jon@jao-law.com
rrosupport@jao-law.com

10100 Reunion Place, Suite 600
San Antonio, Texas 78216
210/344-3900 Telephone
210/366-4301 Facsimile

**ATTORNEYS FOR DEFENDANT,
STATE FARM LLOYDS AND BOBBY GREER**

CERTIFICATE OF SERVICE

In accordance with the Texas Rules of Civil Procedure, on January 16, 2017, the above and foregoing instrument was served upon the following counsel of record via e-service:

Jessica Taylor
Manuel Acuña-Neely
The Law Office of Jessica Taylor
14100 San Pedro, Suite 602
San Antonio, TX 78322
jessica@jtaylorlaw.com
manuel@jtaylorlaw.com

/s/ Ray R. Ortiz

Ray R. Ortiz/Jonathan Law